

**IN THE UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF ALABAMA**

**In re:**  
**Stephen Harold Bowen**  
**Debtor(s)**

**CASE NO. 04-80590**

**CHAPTER 13**

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PURSUANT TO LBR 9007-1, THIS MOTION WILL BE TAKEN UNDER ADVISEMENT BY THE COURT AND MAY BE GRANTED UNLESS A PARTY IN INTEREST FILES A RESPONSE WITHIN 20 DAYS OF SERVICE. RESPONSES MUST BE SERVED UPON THE MOVING PARTY AND FILED ELECTRONICALLY WITH THE CLERK OR BY U.S. MAIL ADDRESSED TO THE CLERK OF THE BANKRUPTCY COURT, P.O. BOX 1248, MONTGOMERY, ALABAMA 36102.

This pleading is being filed and noticed pursuant to M.D. AL L.B.R. 9007-1 procedures for: Approve Agreement pursuant 4001(d)

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**NOTICE OF SALE OF PROPERTY**

**COMES NOW, the Debtor, Stephen Harold Bowen, by and through his attorney of record, Hon. Charles M. Ingram, and states as follows:**

1. The Debtor, Stephen Harold Bowen, is the same who filed for relief under Chapter 13 of the U.S. Bankruptcy Code with the Middle District of Alabama, Eastern Division on or about the 30<sup>th</sup> day of April, 2004.
2. The Debtor desires to sell his property located at 7454 County Road 59 Roanoke, Alabama 36274 for \$110,488.41 to Michael Baldwin and Shelia Baldwin, unrelated third parties. The payoff to Wells Fargo Home Mortgage is \$110,488.41. The buyers agree to pay all closing costs on the sale of the property.
3. This property is being sold by contract dated September 11, 2006, between the debtor/seller, Stephen Bowen and the purchaser, Michael Baldwin and Shelia Baldwin. This property is being sold without the benefit of a real estate agent. See Agreement to Sell Real Estate attached hereto as Exhibit "A". The closing attorney is Oliver Kitchens, P.C. Attorney at Law, 4455 U.S. Highway 431, Roanoke, Alabama 36274. Mr. Kitchens has been informed that the seller, Stephen Harold Bowen filed a Chapter 13 Bankruptcy and must seek court approval for the sale of this property.
4. The sale of this property is a sale outside the ordinary course of business and is appropriate pursuant to 11 U.S.C. Section 363(b).
5. After the sale, and costs are deducted, all proceeds over and aboe the payoff of the mortgage will be paid to the Chapter 13 bankruptcy trustee, however the debtor does not anticipate receiving any proceeds over and above the payoff of the mortgage.
6. Pursuant to Rule 2002 ( c) any creditor has twenty (20) days to object to the sale of the home described above.

**Respectfully submitted this the 19<sup>th</sup> day of September, 2006.**

**/s/ Charles M. Ingram**  
**Charles M. Ingram (ING-014)**  
**Attorney for the Debtor**

## **CERTIFICATE OF SERVICE**

I do hereby certify that I have on this day mailed a true and correct copy of the foregoing Notice of Sale of Property to the parties listed below by electronically mailing or by placing a copy of the same in the U.S. mail. Postage prepaid and properly addressed on the 19<sup>th</sup> day of September, 2006.

/s/ Charles M. Ingram

**Charles M. Ingram (ING-014)**

**Attorney at Law**

**P.O. Box 142**

**Opelika, AL 36803-0142**

**(334) 745-4648**

**Curtis C. Reding  
Chapter 13 Trustee  
Montgomery, AL 36101-0173**

**Teresa Jacobs  
One Church Street  
Montgomery, AL 36104**

**Stephen Harold Bowen  
7454 County Road 59  
Roanoke, AL 36274**

**Wells Fargo Home Mortgage  
P.O. Box 30110  
Tampa, FL 33630-3110**

**Weinstein, Treiger, Riley  
C/O Bankone  
2101 4<sup>th</sup> Avenue, Suite 900  
Seattle, Wa 98121**

**Capital One  
P.O. Box 85167  
Richmond, VA 23285**

**B-Line, LLC  
Mail Stop 550  
2101 4<sup>th</sup> Avenue, Suite 900  
Seattle, WA 98121**

**Ecast Settlement Corporation  
C/O Chase  
P.O. Box 35480  
Newark, NJ 07193-5480**

**Resurgent Captial Services  
C/O CitiCard  
P.O. Box 10587  
Greenville, SC 29603-0587**

**Regions Bank  
P.O. Box 31092  
Tampa, FL 33631-3092**

**U.S. Bank  
P.O. Box 790167  
St. Louis, MO 63179-0167**

# Exhibit "A"

STATE OF ALABAMA

RANDOLPH COUNTY

**AGREEMENT TO SELL REAL ESTATE**

Stephen Bowen of 7454 County Road 59, Roanoke, Alabama as Seller, and Michael and Shelia Baldwin of 6867 County Road 59, Roanoke, Alabama as Buyer, hereby agree that the Seller shall sell and the Buyer shall buy the following described property upon the terms and conditions hereinafter set forth within this contract.

- 1 Legal description of said real estate in Randolph County, Alabama is as follows:

Please see attached Exhibit "A" for legal description.

- 2 **Purchase Price:** \$110,488.41 Dollars  
**Method of Payment:** Cash, personal check, certified cashier's check or local cashier's check due at closing.
- 3 **Place of Closing:** Oliver Kitchens, PC, Attorney At Law, 4455 US Highway 431, Roanoke, AL 36274
- 4 **Stipulations:** If Buyers are not able to retrieve purchase amount by October 31, 2006 for any reason, this agreement is null and void upon notice of said reason.

This contract is entered into this 11<sup>th</sup> day of September, 2006. The undersigned Purchaser agrees to the terms of this agreement and agrees to buy. The undersigned Seller agrees to the terms of this agreement and agrees to sell.

Michael Baldwin  
Michael Baldwin, Purchaser

Stephen Bowen  
Stephen Bowen, Seller

Shelia Baldwin  
Shelia Baldwin, Purchaser